

REMARKS/ARGUMENTS

Claims 1-2 and 4-29 remain in this application and are thus resubmitted. Claims 1-2 and 4-29 have been amended. Claim 3 has been canceled.

Drawings:

The Examiner has objected to the drawings as failing to comply with 37 C.F.R. 1.84(p)(5) because they do not include the reference number **15** that was mentioned in the disclosure at page 6. The Applicant has accordingly provided amended drawing sheets contained in the attachment to this response, where the Applicant has amended FIGS. 1 and 2 to include the customer profile 15 according to the description contained in the specification.

The Examiner has also objected to the drawings as failing to comply with 37 C.F.R. 1.84(p)(5) because they do not include the reference number **9** in Figure 1, and the numerals **40** and **41** in Figure 4. The Applicant has accordingly provided an amended specification paragraph [0030] showing the numeral 9 in place of the previous numeral 8. Figure 4 has been amended to delete the tower 40 from the drawing; the paragraph [0039] of the specification has been amended to associate the numeral 41 with the truck. The Applicant asserts that these amendments do not add new matter to the specification but only correct scrivener's errors.

The Examiner has also objected to the drawings as failing to comply with 37 C.F.R. 1.83(a) because they do not include the routing hub transmitting status messages to the delivery service and to the webpage. The Applicant has accordingly amended Figures 1 and 2 to include arrows showing the transmission of status messages from the routing hub to the delivery service and web page. The Applicant asserts that these amendments do not add new matter to the specification but only correct scrivener's errors.

The Applicant has provided annotated drawing sheets and, upon approval of the Examiner, will provide formal drawings in due course.

Claim Rejections — 35 U.S.C. § 112:

The Examiner has rejected Claim 11 under 35 U.S.C. 112, second paragraph, because the phrase “said tamper-proof enclosure further comprises a remote control to send said specified code to said tamper-proof enclosure” is indefinite. The Applicant has accordingly amended Claim 11 to delete the phrase “said tamper-proof enclosure further comprises” and replace it with the phrase “further comprising a remote control”, thus making the remote control a component of the system rather than of the tamper-proof enclosure.

Claim Rejections — 35 U.S.C. § 102(e):

Claims 1, 3, 11, 13-20, and 23-27 were rejected under 35 U.S.C. §102(e) as being anticipated by the patent publication of Shannon, U.S. Pat. Appl. Pub. 2001/0045449. According to the Examiner, Shannon teaches the use of a tamper-proof enclosure (10a), having an opening controlled by a customer specified access code (see abstract and page 5, para. 0039). Shannon discloses the purchaser orders a good over the Internet, where the carrier would then request delivery of a carrier, a temporary access code would be created by the purchases and then the invoice, along with the code, would be transmitted to the commercial carrier, the carrier then delivers the order to the secure location where the access code is used to open the storage container (page 5, para. 0039).

Applicant has amended claim 1 to change the “delivery of an order to a customer” to read “receiving and shipping of goods at a location of a customer” (amended Claim 1, line 2) and has amended the claim language to read as follows:

an Internet-based application accessible by both the customer and one or more delivery services, the Internet-based application having a database for storage of a customer profile containing the location and the customer-specified code, the profile providing a first specified delivery service with the customer-specified code so that the first specified delivery service can operate the tamper-proof enclosure for deposit of the goods therein, the provide further providing a second specified delivery service with the customer-specified code so that the second specified delivery service can operate the tamper-proof enclosure in order to pick up goods deposited therein by the customer (amended Claim 1, lines 13-20).

Applicant has also amended Claim 26 to add the steps of "placing goods to be picked up by a second delivery service into the tamper-proof enclosure by the customer; notifying the second delivery service that goods are to be picked up; and retrieving the goods by the second delivery service using the customer-specified code." (amended Claim 26, lines 11-15). The amended claims find support in Applicant's specification, paragraph 0030.

Applicant has also amended Claim 13 to change the last limitation to read as follows: "a processing means within the box adapted for creating and storing the customer-specified code obtained from an Internet-based application having a database for storage of a customer profile containing the location of the tamper-proof enclosure and the customer-specified code" (amended Claim 13, lines 7-11). This amendment finds support in Applicant's original Claim 1, which refers to a "customer specified code". It also finds support in Applicant's original Claim 26, which also refers to a "customer specified code" and to the "customer profile information providing said delivery service with a means of obtaining said specified code". It also finds support in Applicant's specification, paragraph [0028], which states that

Customer 14 ... provides a link to an Internet-based application. In one embodiment, Internet based application is a web page 18 which is used to access customer profile information 15. Customer profile information 15 includes the location and address of the customer 14, the customer's name, a code 17 for operating a tamper-proof enclosure (discussed below) and the location of the tamper-proof enclosure.

Since the customer provides the link to the Internet-based application and since the reference in original Claims 1 and 26 is to a “customer-specified code”, the implication is that the customer specifies all of the customer profile information.

Regarding amended Claims 1 and 26, Shannon does not teach the use of the tamper-proof enclosure to retrieve a package or a good by the specified delivery service, but only teaches the delivery of a good to the tamper-proof enclosure. Since Shannon does not contain all the limitations of the currently amended Claims 1 and 26, then it cannot be used for a 102(e) rejection. Since Claims 3 and 11 each depend upon amended Claim 1, then they should be allowable if amended Claim 1 is allowable. Also, since Claim 27 depends upon amended Claim 26, then it should also be allowable if amended Claim 26 is allowable.

Furthermore, regarding amended Claim 13, Shannon teaches the following:

A temporary access code to the desired storage device would be created by the purchaser, by the merchant, or randomly created by the computer (step 130). The temporary access code would then be transmitted to the commercial carrier or printed on the deliver invoice (step 150), preferably in a secure or encrypted manner. In a preferred embodiment, the temporary access code would be provided by the purchaser to the merchant at the time of purchase, and then from the merchant to the commercial carrier at the time of shipment (step 140). (Shannon disclosure, paragraph 0039).

Note that, although the code may be provided by the purchaser (or customer), the code is preferably provided by the customer directly to the merchant, or retailer, at the time of purchase and the retailer provides the code to the delivery service at the time of shipment. The Applicant claims an enclosure that is operable by “customer-specified code obtained from an Internet-based application having a database for storage of a customer profile”

containing the location of the tamper-proof enclosure and the customer-specified code” (amended Claim 13). The customer-specified code is thus provided by the customer to the customer profile on the Internet-based application, where it can be used by retailer and delivery/shipping organization, or both. The customer provides the link to the merchant and/or the shipper, who can then access the Internet-based application to obtain the necessary code. By implication, the code may be changed by the customer at any time prior to delivery or pickup, and thus controls its content; whereas according to Shannon, once the merchant and shipping organization obtain the code, then it cannot be changed again by the customer prior to shipment and delivery or pickup. Therefore, if Shannon does not suggest, teach, or infer all the limitations of amended Claim 13, then it cannot be used for a 102(e) rejection. Since Claims 14-20 and 23-25 each depend upon amended Claim 13, then they should be allowable if amended Claim 13 is allowable.

Claim Rejections — 35 U.S.C. § 103:

The Examiner has rejected Claim 2 under §103(a) as being unpatentable over Shannon (US 2001/0045449). Since the Applicant has amended Claim 1 so that the disclosure of Shannon does not contain all its limitations (see previous argument), and since Claim 2 is dependent upon amended Claim 1, then Claim 2 should be allowable if amended Claim 1 is allowable.

The Examiner has rejected Claims 4-10, 12, 28, and 29 under §103(a) as being unpatentable over Shannon (US 2001/0045449) in view of Huxter (2002/0103663). However, Applicant has amended claim 1 to change the “delivery of an order to a customer” to read “receiving and shipping of goods at a location of a customer” (amended Claim 1, line 2) and has also amended the claim as follows: “the profile providing a first specified delivery service with the customer-specified code so that the first specified delivery service can operate the tamper-proof enclosure for deposit of the goods therein,

the profile further providing a second specified delivery service with the customer-specified code so that the second specified delivery service can operate the tamper-proof enclosure for pick up of goods deposited therein by the customer” (amended Claim 1, lines 14-15). Applicant has also amended Claim 13 to change the last limitation to read as follows: “a processing means within the box adapted for creating and storing the customer-specified code obtained from an Internet-based application having a database for storage of a customer profile containing the location of the tamper-proof enclosure and the customer-specified code” (amended Claim 13, lines 7-11). Finally, Applicant has amended Claim 26 to add the steps of “placing goods to be picked up by a second delivery service into the tamper-proof enclosure by the customer; notifying the second delivery service that goods are to be picked up; and retrieving the goods by the second delivery service using the customer-specified code.” (amended Claim 26, lines 12-16). Huxter does not suggest or teach any of these limitations and is used only for the proposition of having the status to be sent to the hub/router where it is sent to the customer. Therefore, since neither reference contains all the limitations of Applicant’s amended Claims 1, 13, and 26, then the Examiner has not made a *prima facie* case of obviousness under 103(a) and the amended Claims 1, 13, and 26 should be allowed. Since Claims 4-10 and 12 depend upon amended Claim 1 and Claims 28-29 depend upon amended Claim 26, then they should also be allowable if amended Claims 1 and 26 are allowable.

The Examiner has rejected Claims 21 and 22 under §103(a) as being unpatentable over Shannon (US 2001/0045449) in view of Huang (U.S. Pat. No. 4,520,350). However, the disclosure of Huang does not teach or suggest the use of an Internet-based application, where a “customer-specified code [is] obtained from an Internet-based application having a database for storage of a customer profile containing the location of the tamper-proof enclosure and the customer-specified code” (amended Claim 13). Claims 21 and 22 each have this limitation since they depend upon amended Claim 13. Therefore since neither

Application No. 09/776,525
Amendment Dtd 07/02/2004
Reply to Office Action Dtd 02/09/2004

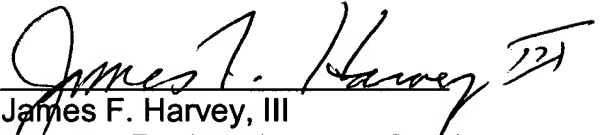
Shannon or Huang teach or suggest this limitation, then the Examiner does not meet his burden of providing a *prima facie* case for obviousness under 103(a) and they should be allowable.

Conclusion:

Reconsideration of the Examiner's rejections and objections with respect to amended Claims 1-2 and 4-29 and subsequent allowance of Claims 1-2 and 4-29 is requested. In the event the examiner wishes to discuss any aspect of this response, please contact the attorney at the telephone number identified below.

Applicant requests that a timely Notice of Allowance be issued in this case.

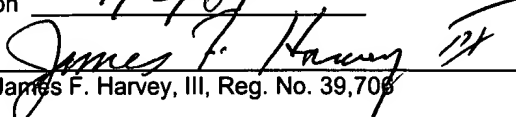
Respectfully submitted,

By: 
James F. Harvey, III
Attorney Registration No. 39,706
(405) 447-4934

Mr. Daniel W. Gentry
4200 Perimeter Center, Suite 245
Oklahoma City OK 73112

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail on the date indicated above and is addressed to:

Mail Stop Fee Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria VA 22313-1450

on 7/2/04

James F. Harvey, III, Reg. No. 39,706